

RESOLUTION NO 2025-060

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 009-2025 FOR CONSTRUCTION OF LCQ NORTH DEVELOPMENT HANGAR AND TAXILANES; ACCEPTING THE BID FROM GRAY CONSTRUCTION SERVICES, INC., A FLORIDA CORPORATION AS THE LOWEST RESPONSIVE BID; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-178(d) of the Code of Ordinances of the City of Lake City (the, "City") requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Invitation to Bid number 009-2025 (the "ITB") seeking a vendor to construct the north development hangar and taxilanes at Lake City Gateway Airport (the "Services"); and

WHEREAS, the responses to the ITB were evaluated by the City through an evaluation and tabulation process; and

WHEREAS, said ITB evaluation and tabulation process determined Gray Construction Services, Inc., a Florida corporation (the "Vendor") was the bidder responding to the ITB with the lowest responsive bid in the amount not to exceed \$1,531,457.50; and

WHEREAS, the City desires to and does accept the Vendor's bid; and

WHEREAS, pursuant to the ITB the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Accepting the Vendor's bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement;
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

CONSTRUCTION AGREEMENT

THIS AGREEMENT, in four (4) duplicate originals, made and entered into this ____ day of _____, 20__, by and between the City of LAKE CITY, Party of the First Part, and Gray Construction Services Inc. of Trenton, Florida of Gilchrist County of State of hereinafter designated as the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained have mutually agreed and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself, or themselves and its successors, his or their executors, administrators, and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall construct:

NORTH DEVELOPMENT HANGAR & TAXILANES

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner as herein provided, the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment, necessary to complete in good, substantial workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions, and provision of this Contract and with the instructions, orders and direction of the Engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the suspension or discontinuance of the work as herein specified, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached and below.

One million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50)

Article 4. CONTRACT DOCUMENTS. The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract; Advertisement/Notice to Bidders; General Provisions; Bid Forms; Agreement; Special Conditions; FAA AC 150/5370-10-H; Technical Specifications; Drawings; and all interpretations of or addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner. The Table of Contents, Headings, and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit, or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions

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or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Costs of Legal Action and Attorneys' Fees. The prevailing party in any litigation relating to or arising from this Agreement shall be entitled to recover its expenses (including court costs and the reasonable fees and expenses of its legal counsel), both at the trial and appellate levels relating to such litigation.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties thereto: N/A

Article 7. Insurance The Contractor is hereby advised that the insurance requirements specified in this section shall be provided.

The Contractor and each Subcontractor, at his own expense, shall procure and maintain until final acceptance by the Owner, of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by Subcontractors. Before commencing the work, the Contractor and each Subcontractor shall furnish to the Owner, a certificate or certificates for each of the kinds of insurance required, issued specifically for this Contract. No endorsements of existing policies will be accepted. In addition, five (5) certificates of insurance shall be furnished satisfactory in form to the Owner showing that the Contractor and each Subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (X C U hazards). Named insured **the City of Lake City**.

A. The kinds and amounts of insurance are as follows:

1. Comprehensive General Liability Insurance. Unless otherwise specifically required, each policy with limits of not less than:

<u>Bodily Injury Liability</u>		<u>Property Damage Liability</u>	
<u>Each Occurrence</u>	<u>Aggregate</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$3,000,000	\$1,000,000	\$2,000,000

2. Workman's Compensation and Disability Benefits. Policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law.
3. Public Liability Insurance. Regular Contractor's Public Liability Insurance providing for a limit of not less than \$2,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
4. Protective Public Liability Insurance. Subcontractor's provide regular Contractor's Protective Public Liability Insurance providing for a limit of not less than \$3,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
5. Automobile Liability and Property Damage Insurance. Subject to the same required level

of coverage set forth in section A.1. above (Comprehensive General Liability Insurance), a policy covering the use in connection with the work covered by the Contract of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by State Law to bear, license plates.

Article 8. As part of the Contract, the Contractor further understands and agrees to the following additional conditions.

- A. This Contract shall be deemed executory only to the extent that monies are appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the Owner beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Contract.
- B. The Contractor will be authorized to complete base bid plus approved add-ons or substitutions of the construction project which shall include work up to the available funding at the time of award. Further "Phases" of construction will be authorized only to the extent monies are available from applicable funding agencies.
- C. In the event that the Owner is not able to authorize the Contractor to begin additional work due to the lack of additional Federal and State grants deemed necessary for construction, the Contractor may be required to cease his operations until such time as the grants are received by the Owner. Such an occurrence shall not be deemed a stop work order as contemplated by other provisions of this Contract.

Article 9. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 5. Redacted Copies of Confidential Information - If the contractor considers any portion of any documents, data, or records submitted to the city to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor must simultaneously

provide the city with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the city will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the city will notify the contractor such an assertion has been made. It is contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the city becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the Client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification - The contractor shall protect, defend, and indemnify the city for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the contractor fails to submit a redacted copy of information it claims is Confidential, the City is authorized to produce the entire documents, data, or records submitted to the City's in answer to a public records request or other lawful request for these records.

Article 10. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Florida without regard to choice of law principles. Venue for any litigation shall be in the courts of appropriate jurisdiction in Columbia County, Florida.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in four (4) copies, the day and year first above written.

Article 11. E-Verify. Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of, (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and, (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract. The Contractor/Proposer/Bidder acknowledges and

agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

SIGNATURES ON NEXT PAGE

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

City of Lake City

By: _____

Name, Title

Date

ATTEST

By: _____

Name, Title

Date

Add-Ons or Substitutions.

Gray Construction Services, Inc.

By: _____

Name Title

Date

ATTEST

By: _____

Name, Title

Date

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

PERFORMANCE BOND**Bond Number**

PRINCIPAL <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION	
SURETY <i>(Legal Name and Business Address)</i>	CONTRACT NO.	CONTRACT DATE
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i>		

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto **City of Lake City, 205 N Marion Avenue, Lake City, FL 32055**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **NORTH DEVELOPMENT HANGAR & TAXILANES**

Project Location: **Lake City Gateway Airport (LCQ)**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

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RESOLUTION****NOT FOR
EXECUTION**

- c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
- 3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
 - 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

Corporate Name: _____

Signature: _____

Name and Title: _____

SURETY:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Surety Name: _____

Signature: _____

Name and Title: _____

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

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RESOLUTION**

**NOT FOR
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PAYMENT BOND**Bond Number**

PRINCIPAL (Legal Name and Business Address)	STATE OF INCORPORATION	
SURETY (Legal Name and Business Address)	CONTRACT NO.	CONTRACT DATE
PENAL SUM OF BOND (Expressed in words and numerals)		

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto City of Lake City, 205 N Marion Avenue, Lake City, FL 32055, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: NORTH DEVELOPMENT HANGAR & TAXILANES

Project Location: Lake City Gateway Airport (LCQ)

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of

3. any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
4. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

SIGNATURES ON NEXT PAGE

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)
Attorney)

(Attach Power of

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

City of Lake City
205 N Marion Avenue
Lake City, FL 32055

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF COLUMBIA

THIS CONTRACT AWARD made this _____ day of _____, 20____,

by the **City of Lake City, Florida**, hereinafter called the OWNER, to Gray Construction Services, Inc., hereinafter called the CONTRACTOR, is for the completion of a certain project described as:

NORTH DEVELOPMENT HANGAR & TAXILANES

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by:

Passero Associates, LLC
335 S. Legacy Trail, Suite B-102
St. Augustine, FL 32092

The project consists of the Proposal, dated February 25, 2025, plus the following Additives, if applicable: N/A

The consideration to be paid by the Owner to the Contractor for completion of the project in accordance with the contract documents is the sum of:

\$one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents

(Amount in Written Words)

(\$1,531,457.50)

(Amount in Numerals)

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Commencement of work under this contract shall begin not less than five (5) nor more than fifteen (15) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **one hundred eighty (180) calendar days with Phase 1 set at one hundred fifty (150) calendar days** after that specified date unless otherwise subsequently agreed. The liquidated damages for both Phase I and Phase II are \$500.00 per calendar day.

OWNER:

By: City of Lake City, Florida
Name

Signature

Printed Name

Title

Acknowledgement of Receipt of Contract Award by Contractor:

Gray Construction Services, Inc.
Name

Signature

Printed Name

Title

Date

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City of Lake City, Florida



Lake City Gateway Airport (LCQ)

North Taxilane (Construction Phase)

**Construction Administration, Periodic Construction
Monitoring/Observation, QA Materials Testing, and
Grants Administration Assistance**

by
Passero Associates, LLC
(Passero Project No. 20070044.031R)

Supplemental Agreement 25-31R

Supplemental Agreement 25-31R

EXHIBIT TO
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North Taxilane (Construction Phase)

Construction Administration, Periodic Construction Monitoring/Observation, Quality Assurance, Materials Testing, and Grants Administration Assistance

Lake City Gateway Airport, FL

PASSERO ASSOCIATES ("PA" or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Professional Services Agreement with the City of Lake City (Owner or "Client") for Engineering and Consulting Services dated October 1, 2022, all of which terms and conditions are incorporated herein by reference.

Project Location: Lake City Gateway Airport, Lake City, Florida.

Project Description: This Project shall consist of the construction of a new Taxilane with associated site work (FAA Funded) to serve a new FDOT Funded 4,368 square foot Bulk Hangar at the Lake City Gateway Airport (LCQ), including an apron with taxilane connector, site utilities, parking lot and drainage system.

Scope of Basic Services: Construction Administration, Periodic Construction Monitoring / Observation, QA Materials Testing, and Grants Administration Assistance (see Attachment A: Scope of Work).

Scope of Special Services: Materials Testing (see Attachment A: Scope of Work).

Client Manager: Mr. Don Rosenthal, City Manager

Airport Manager: Mr. Ed Bunnell

PA Program Manager: Mr. Brad Wentz

PA Project Managers: Ms. Leona Lewis

<u>Basic Services Compensation and Method of Payment:</u>	Not-to-Exceed	\$ 80,742.00
<u>Special Services Compensation and Method of Payment:</u>	Not-to-Exceed	\$ 17,258.00
<u>Total Project Cost:</u>	Not-to-Exceed	\$ 98,000.00

Schedule: To be determined as soon as Notice-To-Proceed is issued.

Meetings: Pre-construction and progress meetings; substantial and final completion.

Deliverables:

1. Project management and coordination services.
2. Periodic Construction Monitoring/Observation services.
3. Quality Assurance and Material testing services.
4. Project closeout, including documentation for the FDOT.

"Consultant" – Passero Associates, LLC

"Client" – City of Lake City, Florida

BY: Bradley J. Wentz
Bradley Wentz, Vice President

BY: _____
Noah Walker, Mayor

ATTEST BY: Angela Witt
Angela Witt, Grants/Contracts Admin.

ATTEST BY: _____
Audrey Skyes, City Clerk

Date: April 11, 2025

Date: _____

ATTACHMENT A: Scope of Work
North Taxilane (Construction Phase)
Lake City Gateway Airport, Florida

I. Project Description

Passero Associates, LLC (Consultant) will provide construction administration, periodic construction monitoring / observation, Quality Assurance and Materials Testing, and grants administration assistance during the construction phase a new taxilane with associated site work (FAA Funded) to serve a new FDOT Funded 4,368 square foot Bulk Hangar at the Lake City Gateway Airport (LCQ), including an apron with taxilane connector, site utilities, parking lot and drainage system.

II. Basic Services

Passero Associates (Consultant or Passero) will provide the following basic services to assist the City of Lake City (City or Client) with the construction phase of this project:

A. Construction / Contract Administration

In the Construction Administration Phase, the Consultant shall assist the City in administering the construction contract with the selected Contractor for compliance with applicable regulations, and as follows:

1. Provide consultation and advice to the City during construction, including the holding of a pre-construction conference, attendance at periodic construction coordination meetings and other meetings required during construction. Prepare, review, and distribute minutes of all meetings, if applicable.
2. Review, approve or take appropriate action on all contractor submittals, such as construction schedules and phasing schedules, shop drawings, product data, catalog cuts, and samples, for conformance with the construction contract requirements.
3. Review and take appropriate action on alternative construction methods proposed by the Contractor.
4. Review and process supplemental drawings and change orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions.
5. Interpret the requirements of the contract documents and advise the Contractor of these requirements on behalf of the City.
6. Participate in the pre-final and final inspections of the completed project with City and Airport personnel, the FAA and FDOT, and the Contractor.

Periodic Construction Monitoring / Observation

Note: Periodic construction monitoring / observation is a field-based task that involves attendance at progress meetings and on-site observation of critical work items that are established and scheduled during weekly project meetings. The Consultant will not be present 100% of the time that the Contractor is present and working. The Consultant shall provide periodic on-site monitoring / observation of construction services as follows:

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1. Maintain a project record in accordance with the requirements of the State of Florida Department of Transportation and Federal Aviation Administration.
2. Review documents and submissions by contractors pertaining to scheduling and advise the City as to their acceptability.
3. Observe the work to determine conformance to the contract documents and to ascertain the need for correction or rejection of the work.
4. Attend, conduct, and prepare minutes for pre-construction conference, pre-paving conference, periodic progress meetings, final inspection of the completed project, and any other special meetings, as needed or requested.
5. Arrange for, conduct or witness field, laboratory or shop tests of construction materials as required by the plans and specifications.
6. Interpret the contract plans and specifications and monitor the construction activities to maintain compliance with the intent of the design.
7. Measure, compute or check quantities of work performed and quantities of materials in-place for partial and final payments to the Contractor.
8. Prepare and submit inspection reports of construction activity and problems encountered, as required by the City, the State of Florida Department of Transportation and FAA.
9. Prepare, review and approve periodic and final payments to Contractor.
10. Review Contractors final records, including as-built drawings, and all project closeout documents.

B. Grants Administration Assistance

Throughout the duration of this project, the Consultant will provide grants administration assistance to the City with the following items:

1. Attend and provide assistance to the City at the project's funding coordination meetings with the FDOT and FAA.
2. Assist in the preparation of reimbursement request packages; coordinate packages' execution by City and submissions to the FDOT and FAA.
3. Assist City in compiling and submitting necessary project closeout documents required by the FDOT and FAA.
4. Serve as liaison for the City with FDOT and FAA, as requested.

C. Clarification of Responsibility

The City acknowledges and confirms that the Contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner. Passero Associates' (Consultant's) construction-phase work tasks for this Project are limited to those specified in this Work Order executed by the City.

The City acknowledges and confirms that at no time will Passero Associates' responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors or suppliers.

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The City confirms that the Contractor is aware that neither the approval of contractor shop drawings nor the presence of Passero field representatives nor the monitoring / observation of the work by Passero representatives shall excuse the Contractor in any way from defects discovered in the Work.

The City acknowledges and confirms that the Contractor is responsible for project site safety. Passero staff will not control, direct, or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

If construction extends the anticipated completion date, a supplemental Work Order to extend Passero Associates' services may be required.

III. SPECIAL SERVICES

1. QA Materials Testing.
2. If other special services need to be provided by the Consultant to the City during this Project, the services must be agreed to by the Consultant and City; and performed by the Consultant only as approved by the City, in writing, prior to such services being rendered.

IV. Other

1. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from Airport archives. Passero is not responsible for data that is not provided during this Agreement.

End of Scope of Work

**EXHIBIT TO
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**NOT FOR
EXECUTION**

City of Lake City, Florida



Lake City Gateway Airport (LCQ)

Construction Administration,
Periodic Observation, and Grants Administration
Assistance for North Hangar

by
Passero Associates, LLC
(Passero Project No. 20070044.032R)

Supplemental Agreement 25-32R

Dated: April 4, 2025

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION

Supplemental Agreement 25-32R

**North Hangar (Construction Phase)
Construction Administration, Periodic Observation, and
Grants Administration Assistance
Lake City Gateway Airport, FL**

PASSERO ASSOCIATES ("PA" or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Professional Services Agreement with the City of Lake City (Owner or "Client") for Engineering and Consulting Services dated October 1, 2022, all of which terms and conditions are incorporated herein by reference.

Project Location: Lake City Gateway Airport, Lake City, Florida.

Project Description: This Project shall consist of the construction of a new FDOT Funded 4,368 square foot Bulk Hangar at the Lake City Gateway Airport (LCQ), including an apron with taxilane connector, site utilities, parking lot and drainage system.

Scope of Basic Services: Construction Administration, Periodic Observation, and Grants Administration Assistance for North Hangar (see Attachment A: Scope of Work).

Scope of Special Services: None (see Attachment A: Scope of Work).

Client Manager: Mr. Don Rosenthal, City Manager.

Airport Manager: Mr. Ed Bunnell

PA Program Manager: Mr. Brad Wentz.

PA Project Managers: Christopher Nardone, RA

Basic Services Compensation and Method of Payment: Not-to-Exceed \$ 79,500.00

Special Services Compensation and Method of Payment: Not-to-Exceed \$ None

Total Project Cost: Not-to-Exceed \$ 79,500.00

Schedule and Meetings: Start work upon authorization of this supplemental agreement. Pre-construction and progress meetings; substantial and final-completion as applicable for the construction schedule and progress.

- Deliverables:**
1. Project management and coordination services.
 2. Periodic Construction Monitoring/Observation services.
 3. Quality Assurance and Material testing services.
 4. Project closeout, including documentation for the FDOT.

"Consultant" – Passero Associates, LLC

"Client" – City of Lake City, Florida

BY: Bradley J. Wentz
Bradley Wentz, Vice President

BY: _____
Noah Walker, Mayor

ATTEST BY: Angela Witt
Angela Witt, Grants/Contract Administrator

ATTEST BY: _____
Audrey Skyes, City Clerk

Date: April 11, 2025

Date: _____

ATTACHMENT A: Scope of Work
North Hangar (Construction Phase)
Lake City Gateway Airport, Florida

I. Project Description

Passero Associates, LLC (Consultant) will provide construction administration, periodic observation, and grants administration assistance during the construction phase of a new FDOT funded 4,368 square foot Bulk Hangar at the Lake City Gateway Airport (LCQ), including asphalt aprons with asphalt taxilane connectors, site utilities, parking lot and drainage system.

II. Basic Services

Passero Associates (Consultant) will assist the City of Lake City ("City" or "Client") with construction of a Bulk Hangar Building by providing the following professional services:

A. General:

1. The Consultant shall advise and consult with the Client during the Construction Phase Services.
 - a) The Consultant shall have authority to act on behalf of the Client only to the extent provided in this Work Order.
 - b) The Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Consultant be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.
 - c) The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or any other persons or entities performing portions of the Work.
2. The Consultant's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Consultant issues the final Certificate for Payment.
3. The Consultant shall not be responsible for Client's directive or substitution, or for the Client's acceptance of non-conforming Work, made or given without the Consultant's written approval.

B. Evaluations of the Work:

1. The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise required, to become generally familiar with the progress and quality of the portion of Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. Six (6) site visits are included for Architectural scope of work, and 2-4 site visits per week are assumed for the Civil scope of work depending on the contractors level of activity on site and during critical points of the project.
 - a) On the basis of site visits, the Consultant shall keep the Client reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Client.
 - (1) known deviations from the Contract Documents,
 - (2) known deviations from the most recent construction schedule submitted by the Contractor, and
 - (3) defects and deficiencies observed in the Work.

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2. The Consultant has the authority to recommend rejection of the Work, by the Client, that does not conform to the Contract Documents.
 - a) Whenever the Consultant considers it necessary or advisable, the Consultant shall have the authority to recommend (to the Client) inspection, testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed, or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the work.
3. The Consultant shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Client or Contractor. The Consultant's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
4. Interpretations and decisions of the Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings.
 - a) When making such interpretations and decisions the Consultant shall endeavor to secure faithful performance by both the Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.
 - b) The Consultant's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

C. Certificates of Payment to the Contractor:

1. The Consultant shall review and certify the amounts due to the Contractor and shall issues certificates in such amounts.
 - a) The Consultant's certification for payment shall constitute a representation to the Client, based on the Consultant's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.
 - b) The foregoing representations are subject to
 - (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion,
 - (2) results of subsequent tests and inspections,
 - (3) correction of minor deviations from the Contract Documents prior to completion, and
 - (4) specific qualifications expressed by the Consultant.
2. The issuance of a Certificate for Payment shall not be a representation that the Consultant has:
 - a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work,
 - b) reviewed construction means, methods, techniques, sequences, or procedures,
 - c) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Client to substantiate the Contractor's right for payment, or
 - d) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
3. The Consultant shall maintain a record of the Applications and Certificates for Payment.

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D. Submittals:

1. The Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule.
 - a) The Consultant's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Consultant's professional judgement, to permit adequate review.
2. The Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with the information given and the design expressed in the Contract Documents.
 - a) Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.
 - b) The Consultant's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures.
 - c) The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
3. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy.
 - a) The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant.
 - b) The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - c) The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
4. The Consultant shall review and respond to requests for information (RFI) about the Contract Documents.
 - a) The Consultant's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Consultant shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
5. The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

E. Changes in the Work:

1. The Consultant may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Consultant shall prepare Change Order and Construction Change Directives for the Client's approval and execution in accordance with the Contract Documents.
2. The Consultant shall maintain records relative to changes in the Work.

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F. Project Completion:

1. The Consultant shall:
 - a) Conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
 - b) Issue Certificates of Substantial Completion;
 - c) Forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
 - d) Issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Consultant's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
2. The Consultant's observations shall be conducted with the Client to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
3. When Substantial Completion has been achieved, the Consultant shall inform the Client about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
4. The Consultant shall forward to the Client the following information received from the Contractor:
 - a) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;
 - b) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Client against liens; and
 - c) any other documentation required of the Contractor under the Contract Documents.
5. Upon request of the Client, and prior to the expiration of one year from the date of Substantial Completion, the Consultant shall, without additional compensation, conduct a meeting with the Client to review the facility operations and performance.

G. Additional Services:

Upon recognizing the need to perform Additional Services, the Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. The Consultant shall not proceed to provide Additional Services until the Consultant receives the City's written authorization.

1. Additional Services may include:
 - a) Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Consultant;
 - b) Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, Field Conditions, other City-provided information, Contractor prepared coordinated drawings, or prior Project correspondence or documentation;
 - c) Prepared Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - d) Evaluating an extensive number of Claims;
 - e) Evaluating substitutions proposed by the City or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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- f) The Consultant shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Consultant shall notify the City:
 - i. (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor.
 - ii. (6) visits to the site by the Consultant during construction. (Assumes pre-bid meeting, 4 progress meetings, and a punch list walkthrough).

H. **Grants Administration Assistance:**

- 1. The Consultant shall:
 - a) Assist the Client with management of the Florida Department of Transportation (FDOT) Public Transportation Grant Agreements (PTGAs), including providing updates to FDOT as requested, updating the Florida Aviation Database as required, assisting with reimbursement requests, and compiling grant closeout documents at completion of the project.
 - b) Assist the Client with management of the Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grants (AIG) including preparation of the Fiscal Year 2024 grant application, providing updates to FAA as requested, assisting with reimbursement requests, and compiling grant closeout documents at completion of the project.

III. **SPECIAL SERVICES**

- 1. None
- 2. If other special services need to be provided by the Consultant to the City during the course of this Project, the services must be agreed to by the Consultant and City; and performed by the Consultant only as approved by the City, in writing, prior to such services being rendered.

IV. **FEE SUMMARY**

Passero Associates (PA) will complete construction administration services for the Bulk (north) hangar building at Lake City Gateway Airport for a **Not-To-Exceed fee of \$79,500** (seventy-nine thousand, five hundred dollars and zero cents), unless there is a change in scope, complexity, character or duration of the work to be performed by the Consultant.

Fee Summary:

Basic Services		
1	Grants Administration	\$9,000
2	Construction Administration (Office-Based - Civil)	\$18,500
3	Construction Administration (Office-Based - Architectural)	\$9,000
4	Construction Administration (Office-Based - Structural)	\$1,500
5	Construction Administration (Site-Based - Civil)	\$30,000
6	Construction Administration (Site-Based - Architectural, 6 visits @ \$1,500 per)	\$9,000
7	Construction Administration (MEP - Promus)	\$2,500
Total Construction Phase Services Fee		\$79,500

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V. OTHER CONSIDERATIONS AND EXCLUSIONS

1. Below we have listed services that are excluded from those provided in our Basic Architectural Services. If during the review process, any of these additional services are required, we will work with you to identify the associated costs.
 - Any item not explicitly outlined herein.
 - Environmental Testing and Auditing.
 - Deconstructive Investigation.
 - Special Inspections and Construction Testing. Special Inspections Services provided includes only the preparation of the initial statement of Special Inspections and Construction Testing that the project might be required to undertake.
 - Payment of Any Utility Fees, County Health Department Fees, permit fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.
2. Clarification of Responsibility:
 - The City acknowledges and confirms that the Contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner.
 - The City acknowledges and confirms that at no time will Passero Associates' responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors or suppliers.
 - The City confirms that the Contractor is aware that neither the approval of contractor shop drawings nor the presence of Passero field representatives nor the observation of the work by Passero representatives shall excuse the Contractor in any way from defects discovered in the Work.
 - The City acknowledges and confirms that the Contractor is responsible for project site safety. Passero staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

End of Scope of Work

**EXHIBIT TO
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